

**EAST CONTRA COSTA COUNTY
HABITAT CONSERVATION PLAN ASSOCIATION (HCPA)
EXECUTIVE GOVERNING COMMITTEE**

DATE: September 13, 2002
TO: Executive Governing Committee (EGC)
FROM: Member Agency Staff
SUBJECT: Meeting Packet for EGC Meeting on Thursday, October 23, 2003 at the Pittsburg City Council Chambers

The next meeting of the East Contra Costa County Habitat Conservation Plan Association (HCPA) Executive Governing Committee (EGC) is scheduled for **Thursday, October 23, 2003, 5:30 pm to 7:00 pm** at the City of Pittsburg Council Chambers on 65 Civic Drive. Attached is the meeting agenda and associated staff reports.

This meeting was rescheduled from September 18 and the meeting packet distributed for that meeting date is largely still current and will be discussed on October 23, 2003 (for the convenience of EGC Members, this packet includes a duplicate copy of the September 18 packet with outdated pages marked). Staff have prepared and attached an addendum to the September 19 meeting packet that contains the following new or updated documents:

- Agenda (nothing has changes but the date)
- Updated Financial Summary and Budget reflecting deposit of first check issued under our Section 6 grant with the Department of fish and Game
- Recommended revision to paragraph 7.4 on page 15 the Draft Planning Agreement: Due to the fact that the U.S. Fish and Wildlife Service may not be in a position to execute the Planning Agreement for many weeks, that the law specifically requires only Fish and Game and the NCCP applicant to execute such agreements, and the need for a Planning Agreement to be in place in a timely manner, staff have recommended that the agreement be altered so that it would take effect when Fish and Game and the HCPA execute the agreement.

Please have your agency post a copy of the meeting agenda in accordance with the requirements of the Brown Act.

If you need additional information regarding this meeting please contact John Kopchik of the Contra Costa County Community Development Department at (925)335-1227 (email: jkopc@cd.co.contra-costa.ca.us).

We look forward to seeing you on October 23 at 5:30pm.

Attachments.

cc: HCPA Member Agency Staff and staff from involved regulatory agencies

**EAST CONTRA COSTA COUNTY
HABITAT CONSERVATION PLAN ASSOCIATION (HCPA)
EXECUTIVE GOVERNING COMMITTEE**

REGULAR MEETING

Date: Thursday, ~~September 18~~October 23, 2003

Time: 5:30 p.m. to 7:00 p.m.

Location: City of Pittsburg Council Chambers
65 Civic Drive, Pittsburg

Agenda

- 1) Introduce new and returning Executive Governing Committee (“EGC”) members, staff, and any members of the public.
- 2) Public Comment.
- 3) Approve Meeting Report for July 17, 2003.
- 4) Updates and status reports:
 - a) General (John Kopchik, HCPA staff, and David Zippin, Jones and Stokes Associates)
 - Work of consultants and products
 - Budget performance
 - Fund-raising efforts
 - Wetlands
 - Schedule
 - b) Public Outreach and Involvement Program, including:
 - EIR/EIS Scoping Meetings on July 17 and comments
 - Web-site
 - HCPA Coordination Group
 - HCPA Coordination Group Subcommittees
 - Science Advisory Panel
 - Planned outreach to East County special districts
 - Plans for other public meetings and workshops
 - c) State and federal resource agency perspectives
- 5) Review Draft East Contra Costa County NCCP/HCP Planning Agreement among the HCPA, the California Department of Fish and Game, and the U.S. Fish and Wildlife Service. Consider Authorizing the HCPA Chair to sign the Planning Agreement.

- 6) Consider authorizing the Chair or his designee to execute a contract amendment with the California Department of Fish and Game for the receipt of approximately \$80,000 in additional Section 6 grant funds.
- 7) HCPA Budget Discussion
 - Review Budget provisionally approved by EGC in January 2003;
 - Consider fund-raising progress and future fund-raising opportunities;
 - Review revised contingency strategy outlining alternatives should necessary funding not be received;
 - Approve budget and expenditure limits and set an overall additional fund-raising goal of \$365,000, and direct staff to continue to pursue grants and outside funding sources;
- 8) Presentation and discussion on preliminary economic analysis on estimated costs of, and possible sources of funding for, implementing the HCP/NCCP.
- 9) Administrative matters:
 - Ratify invoices submitted by Jones and Stokes, Contra Costa County, and Erica Fleishman and paid by the HCPA Treasurer.
- 10) Review future Executive Governing Committee discussion items.
- 11) Select Next Meeting Dates
 - Alternative recommended dates for next meeting:
 - Thursday, December 11, 2003 (2nd Thursday)
 - Thursday, December 18, 2003 (3rd Thursday)
 - Thursday, January 8, 2004 (2nd Thursday)
 - Thursday, January 15, 2004 (3rd Thursday)
 - Thursday, January 22, 2004 (4th Thursday)
 - Alternative recommended dates for subsequent meeting:
 - Thursday, March 11, 2003 (2nd Thursday)
 - Thursday, March 18, 2003 (3rd Thursday)
 - Thursday, March 25, 2004 (4th Thursday)
- 11) Adjourn by 7:00 p.m.

*If you have questions about this agenda or desire additional meeting materials, you may contact
John Kopchik of the Contra Costa County Community Development Department
at 925-335-1227.*

HABITAT CONSERVATION PLAN ASSOCIATION ACTIVITY SUMMARY

As of October 7, 2003

TRUST 499300

11/25/2002	Opening Deposit - Transfer balance from CCWD	\$153,703.76	
12/12/2002	Transfer from PW Lowell Tunison, JV2195 12/5/02	\$100,000.00	
12/12/2002	Interest earnings from PW Lowell Tunison, JV2195 12/5/02	\$14,056.38	
3/18/2003	Transfer from LAIF Account DP402206 3/18/03	\$30,000.00	
4/14/2003	Transfer from Fish & Wildlife Propagation fund J/V4137 4/14/03	\$35,000.00	
7/10/2003	Transfer from LAIF Account DP408375 7/10/03	\$30,000.00	
9/24/2003	Dept of Fish & Game	\$109,451.70	
		Total Deposits:	\$472,211.84

12/10/2002	Jones & Stokes Oct 10, 02 invoice	\$8,600.97	
12/10/2002	Jones & Stokes Nov 08, 02 invoice	\$8,000.54	
12/10/2002	Erica Fleishman Dec1, 02 invoice	\$988.33	
1/7/2003	Jones & Stokes Dec 13, 02 invoice	\$18,340.14	
2/4/2003	Jones & Stokes Jan 15, 03 invoice	\$11,925.13	
2/5/2003	Transfer \$200,000 to LAIF account	\$200,000.00	
2/19/2003	SAP meeting payment B. Ertter	\$800.00	
2/19/2003	SAP meeting payment S. Orloff	\$800.00	
2/19/2003	SAP meeting payment B. Pavlik	\$800.00	
2/19/2003	SAP meeting payment L. Huntsinger	\$1,300.00	
3/17/2003	Erica Fleishman March1, 03 invoice	\$2,186.81	
4/10/2003	SAP meeting pmt, S. Terrill	\$400.00	
4/10/2003	SAP 2/26/03 meeting pmt, L. Huntsinger	\$1,300.00	
4/10/2003	SAP 2/26/03 meeting pmt, B. Pavlik	\$800.00	
4/10/2003	SAP 2/26/03 meeting pmt, IBIS S. Orloff	\$800.00	
4/10/2003	SAP 2/26/03 meeting pmt, B. Ertter	\$800.00	
4/10/2003	SAP 5/29/02 & 2/26/03 meeting pmts, A. Launer	\$1,600.00	
4/10/2003	Erica Fleishman April 1, 2003 invoice	\$937.50	
4/16/2003	Jones & Stokes 2/7/30 invoice	\$11,848.56	
4/16/2003	Jones & Stokes 2/10/03 Retainage invoice	\$18,194.70	
4/16/2003	Jones & Stokes 2/25/03 invoice	\$2,660.31	
5/15/2003	Jones & Stokes 3/13/03 & 4/10/03 invoices	\$9,536.90	
6/14/2003	Jones & Stokes 5/7/03 invoice	\$10,659.33	
6/18/2003	HCPA Institute for Ecology 6/5/03 invoice	\$1,500.00	
6/25/2003	Jones & Stokes 6/4/03 invoice	\$13,999.77	
9/3/2003	Jones & Stokes 7/15/03 & 8/8/03 invoices	\$24,972.66	
		Total Expenditures:	\$353,751.65

Balance 499300: \$118,460.19

LAIF ACCOUNT

2/5/2003	Transferred from Trust 499300	\$200,000.00	
4/15/2003	Interest	\$551.34	
7/15/2003	Interest	\$751.10	
		Total Deposits:	\$201,302.44

3/18/2003	Transferred \$30000 to Trust 499300	\$30,000.00	
7/10/2003	Transferred \$30000 to Trust 499300	\$30,000.00	
		Total Expenditures:	\$60,000.00

Balance LAIF: \$141,302.44

EAST CONTRA COSTA COUNTY HABITAT CONSERVATION PLAN ASSOCIATION

Budget

Provisionally Approved on January 16, 2003

(actual expenditures (thru 7-27-03) and deposits (thru 9-30-03) have been updated from July version; updates are shaded)

REVENUE (Current)

	<u>Approved</u>	<u>Deposited in HCPA account</u>
CCWD	\$325,000	\$325,000
Route 4 Bypass	\$114,056	\$114,056
City of Clayton	\$11,762	\$10,000
EPA Grant (Approved)	\$75,000	\$50,000
CCWD (FESA Map Transfer)	\$40,000	\$40,000
County Fish and Wildlife Committee	\$35,000	\$35,000
FWS/CDFG Section 6 Grants (approved)	\$347,040	\$109,451
Total current revenue	\$947,858	\$683,507

EXPENSES (estimated and actual)

	<u>Total estimated¹</u>	<u>Billed to date</u>
Jones & Stokes (Project Consultant)	\$925,536	\$392,755
County - Coordinating Agency	\$150,000	\$70,000 ²
Independent Science Review (including J&S)	\$45,000	\$28,487
Legal support from Resources Law Group	\$66,500	\$0
Multi-county \$ request to Congress (IEH)	\$1,500	\$1,500
Business Expenses	<u>\$4,600</u>	<u>\$0</u>
Total	\$1,193,136	\$492,742
10% contingency reserve	<u>+ \$119,314</u>	
Total estimated expenses + reserve	\$1,312,450	
Current revenue	<u>- \$947,858</u>	
Additional funding needs (total)	\$364,592	
Reserve funds committed by CCWD ³	<u>- \$32,500</u>	
Additional funding needs(minus CCWD contrib.)	\$332,092	
Non-CCWD portion of contingency reserve	<u>- \$86,814</u>	
Additional funding needs (w/out reserve)	\$245,278	
Optional task: additional covered species	<u>- \$48,000</u>	
Additional funding needs (w/out optional task)	\$197,278	

¹ The EGC has approved interim expenditure limits in conjunction with the provisionally approved expenditure estimates. The interim expenditure limits collectively ensure flexibility to reduce the expenditure budget to \$975,000 should fund-raising be unsuccessful.

² Rough estimate only. County has not invoiced in many months to assist with cash flow balance.

³ Article 14 of the HCPA Agreement provides that, if outside funding cannot be found, CCWD will contribute half of contingency funds up to a maximum contribution of \$32,500 to the contingency reserve.

Fund Raising Strategy and Progress Update: Target = \$365,000

Potential Source	Amount to be Requested	Internal projection	Background/Update	Dead-line	When may we know status?	When may we receive \$?
1) Six-County request to Congress for FY'04	\$500,000	\$0	Despite significant effort, doesn't look good. Last hope is Feinstein in Conference Committee.	N/a	Sept. 2003	Spring 2004
2) Augment Section 6 grant awarded this year with Shasta County funds(FY03)	\$200,000	\$0 to \$50K	Shasta County won't be using its \$200K grant. USFWS has reprogrammed for other states. Miller's staff is enquiring on our behalf.	N/a	August 2003	Fall 2003
3) Section 6 grant, FY04 (only possible if item #1 is unsuccessful)	\$200,000	\$80,000	Pre-proposal accepted. Invited to submit full proposal requesting \$100,000. Full proposal submitted in February to CDFG and USFWS.	Jan 2004	Sept. 2003	Summer /Fall 2004
5) Development community (for enhanced permit coverage (additional covered species)(budget augmentation item #3)	Up to \$48,000	\$0 to \$20K	Intial conversations have been held with representatives of the development community. Follow-up meeting held with HBA in June. HBA has circulated request to members. Following up with Seeno and Shea.	Aug 2003	Aug 2003	Sept 2003
6) CALFED Bay-Delta Program	\$300,000	300,000?	Working with Carl Wilcox and CCWD staff to explore this approach		??	
7) Augmentation of EPA wetlands grant;	\$75,000	\$0 to \$50K	Originally applied for \$125K, but received \$75K and was told future augmentation possible. EPA now hesitant on HCPs due to experiences elsewhere. Checking with Suzanne Marr.	Oct 2003 (prob)	Spring 2004	Summer /Fall 2004
8) Farmland Conservancy Program (CA Dept. of Conservation)	\$50K	\$0 to \$50K	Planning is not their focus, but is possible. Farmland conservation, not habitat, is main priority. Deniz Tuncer & Chuck Tyson to advise.	rolling	Fall/ Winter 2003	Spring/ Summer 2004
9) National Fish & Wildlife Foundation	\$50K	\$0 to \$50K	Rejected our pre-proposal previously, but indicated it was premature. They granted \$50K to South Sac HCP years ago.	Oct 2003	April 2004	Summer /Fall 2004
10) Small local grants: East Bay Community Foundation, CA Trails and Greenways	?	\$0 to \$5K	Contributed \$1K to Biodiversity	?	?	?
11) SFRWQCB Supplemental Environmental Programs	N/a	\$0 to \$50K	When punishing violators, SFRWQCB requires contributions to environmental programs. No violations at moment, but HCP is on the list.	N/a	N/a	N/a
12) Potential mitigators like CCTA and SR4 Bypass Authority	N/a	\$0 to \$200K	Just like SR4 Bypass Authority for Phase 1 of that project. Phase 2? Hwy 4 widening?	N/a	N/a	N/a
TOTAL	\$1,348,000 + ?	\$0 to \$855k?				

7.4. Effective Date

The Effective Date of this Agreement will be the date on which it is ~~fully~~ executed by both DFG and the HCPA.

7.5. Duration

This Agreement will be in effect until the NCCP/HCP is approved by DFG and FWS, but shall not be in effect for more than five years following the Effective Date, unless extended by amendment or terminated.

7.6. Amendments

This Agreement can be amended only by written agreement of all Parties.

7.7. Execution by Member Agencies

Any Member Agency may become a Party to this Agreement by executing it. However, Member Agencies are not required to be Parties to this Agreement.

7.8. Termination and Withdrawal

Any Party may withdraw from this Agreement upon 30 days' written notice to all other Parties, provided the withdrawing party makes all relevant data and materials available to the remaining parties. The withdrawing Party is not required to release data and/or materials that are the intellectual property of an entity other than the withdrawing party. For so long as the Agreement has three or more Parties, it can be terminated only by written agreement of all Parties. If there are only two remaining Parties because of the withdrawal of a Party or for any other reason, either of the remaining Parties may terminate this Agreement upon 30 days' written notice. If a Party terminates its participation, the remaining parties shall conduct a timely assessment of the feasibility of continuing to develop the Plan.

7.8.1. Funding

In the event that State or federal funds have been awarded to a withdrawing party for the NCCP/HCP preparation or implementation, the withdrawing party will return any unspent grant funds to the grantor within 30 days of withdrawing, and provide the remaining Parties with a complete accounting of the use of the funds. In the event of termination of this Agreement, all Parties who received grant funds from another Party will return any unspent grant funds to the grantor within 30 days of termination. None of the Parties shall be liable in damages to the other Parties or to any other person or entity for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement, or any other cause of action arising from this Agreement. Notwithstanding the foregoing, each Party shall retain whatever liability it would possess for its present and future acts or failure to act apart from and independent of, this Agreement.